

# CAR SHARING MOBILITY SERVICES, S.L.

## DIGITAL PLATFORM

## TERMS AND CONDITIONS

Version January 7th, 2021

In compliance with article 10 of Law 34/2002, of July 11, 2002, on information society and electronic commerce services (*Ley 34/2002, de 11 de julio, de Servicios de la Sociedad de la Información y del Comercio Electrónico*), we hereby inform all users of the website [www.zity.eco](http://www.zity.eco) (the “**Website**”) and/or of the Application that the owner of the Website and the Application is CAR SHARING MOBILITY SERVICES, S.L., having its registered office in Madrid, at calle Francisco Sancha 42-44, 28034-Madrid (Spain), holding employer identification number B87908513, with phone number: 0034 911 501 118 and email address: [hola@zity.eco](mailto:hola@zity.eco), and registered at Madrid Commercial Registry, in volume 3694, sheet 163, section 8, page M-655525 (the “**COMPANY**”).

Full copy of the present terms and conditions documents as in force at each time is available in the following website address [www.zity.eco](http://www.zity.eco) main page by successively clicking in “Terms and Conditions” (at the bottom of the main page) and “Platform Terms and Conditions”.

Upon User’s election the User may enter into these Platform Term and Conditions, either in English or in the official country language of any of the places where Car Rental Services are rendered. The COMPANY will keep record of the User having accepted these Platform Terms and Conditions, such copy shall not be directly accessible to the User.

On the Application, the COMPANY offers its Users the possibility to (i) register and create his user account; (ii) provided that the User has activated the geo-location option to geo-localize the Vehicles and certain data regarding them; (iii) from time to time, to be provided with certain information regarding the Application, the Adhered Car Lessors and/or the Car Rental Service; (iv) from time to time to acquire Saving Packs applicable towards payment of Car Rental Services rendered by Adhered Car Lessors. Hereinafter items (i), (ii) and (iii) shall be, jointly or individually any of them, referred as the “**Platform Services**”.

In addition the COMPANY, on its discretion gives access to the Application to one or more Adhered Car Lessors companies, which offer rental service by minutes or hours for car sharing vehicles (or other ground vehicles different from cars) within the service area defined by each Adhered Car Lessor, subject to availability of the vehicles and any associated services during the rental to enhance the User’s experience, in the field of mobility (the “**Car Rental Service**”).

User can reserve or rent the vehicles of any of the Adhered Car Lessor, by using the Application, provided the User has accepted and abide at all times the terms and conditions of use and the privacy policy of the relevant Adhered Car Lessor. No Car Rental Service can be contracted by a User without accepting the present Platform Terms and Condition, and the Car Rental Terms and Conditions.

User is informed that when leasing a car or vehicle by means of the Application, the Individual Rental Agreement shall be entered by and between the User and the Adhered Car Lessor. **Except where the COMPANY is also the Adhered Car Lessor (for instance, for car rentals in the Madrid’s – Spain- Service Area) the COMPANY does not provide the Car Rental Service, nor is a party, nor a guarantor of the Car Rental Service nor the Individual Rental Agreements.**

By using the Application and/or the Platform Services, and/or acquiring a Saving Pack and/or the Car Rental Services, the User undertakes to comply with and to be bound by these terms and conditions (the “**Platform Terms and Conditions**”).

Use of the Application and/or the Platform Services, and/or acquiring a Saving Pack and/or the Car Rental Services confers User status and, although the User's express acceptance may be requested, their use implies full acceptance of each and every one of the rules and policies published on the Website, including these Platform Terms and Conditions.

## 1. DEFINITIONS

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- 1.1. **"Access Tool"** means the tool used by the User to gain access to the rented Vehicle, consisting of a physical access card or the Application installed on the User's compatible mobile device, which will give access to and start up the rented Vehicle, and allow the User to end the ride and lock the Vehicle.
- 1.2. **"Application"** is a smartphone or similar smart mobile device application owned by the COMPANY or, as the case may be, by the COMPANY's suppliers or licensors, which serves, among other things, as a means of access to register as Users and accept these Platform Terms and Conditions, use the Platform Services and acquire Saving Packs; and if applicable, accept the relevant Car Rental Terms and Conditions and access to reserve and rent Vehicles from the Adhered Car Lessors. For further information on the technical availability and operation of the Application, see the Website.
- 1.3. **"Adhered Car Lessor"**, means each of the companies that have entered into an agreement with the Company in order to offer its Car Rental Services to Users and to enter into one or more Individual Rental Agreements with the Users by means of using the Application.
- 1.4. **"Car Rental Service"** means the Vehicle reservation and rental service without a driver by minutes or hours, for Users, subject to availability of the Vehicles and to the signing by the User of the relevant Individual Rental Agreement, in accordance with these Platform Terms and Conditions and the relevant Car Rental Terms and Conditions. The term Car Rental Service expressly includes those rentals regarding a Vehicle which is not a car.
- 1.5. **"Car Rental Terms and Conditions"** means the relevant set of terms and conditions set forth by each Adhered Car Lessor, that will govern Car Rental Services and supplement the Individual Rental Agreements of the Vehicles of such Adhered Car Lessor, and any changes to such set of terms and conditions as may be made from time to time.
- 1.6. **"Car Rental Support Service"** means support service to Users provided over the phone or via remote tools by the relevant Adhered Car Lessor in connection to the Car Rental Services. In certain circumstances, such as break down, accident, or depletion of the battery; the Adhered Car Lessor may at its discretion offer presence support service to Users.
- 1.7. **"Individual Rental Agreement"** means each of the rental agreements the Adhered Car Lessor signs with the User every time the User requests to use the Car Rental Service through the Application and which govern that particular Vehicle rental. Except as especially provided otherwise in the relevant Individual Rental Agreements,

the relevant Car Rental Terms and Conditions shall apply to any matters not expressly covered by the Individual Rental Agreement. The Individual Rental Agreement will include the special terms and conditions for each Vehicle rental, including, among others, identification of the rented Vehicle, the rental period and the price per time unit within the Pricing Policy applicable to the Car Rental Service (not including other charges, costs or indemnifications that apply pursuant to the Pricing Policy but depend on the use of the Vehicle to be made by the User of which the Adhered Car Lessor is not aware at the time of start of the car rental). In particular, the Individual Rental Agreement shall be deemed accepted by the User on confirming a Vehicle reservation.

- 1.8. **“Pack Agreement”** means each of the sale and purchase agreements the COMPANY signs with the User every time the User requests to acquire one or more vouchers called Saving Packs through the Application or the Web and which govern that particular Saving Packs characteristics and redemption. Except as especially provided otherwise in the relevant Pack Agreements, the Platform Terms and Conditions shall apply to any matters not expressly covered by the Pack Agreement. The Pack Agreement will include the special terms and conditions for each Saving Pack, including, among others, price, balance to which it gives right upon redemption, expiration date until which the balance can be used towards payment of Car Rental Services and, provided it is different from the expiration deadline, redemption deadline. In particular, the Pack Agreement shall be deemed accepted by the User on confirming a Saving Pack acquisition.
- 1.9. **“Password”** means the password needed to access and use the Car Rental Services for the registered User on the Application.
- 1.10. **“Pay Services”** means jointly or individually any of the Car Rental Services and/or the acquisition of Saving Packs.
- 1.11. **“Platform Services”** means the provision of the Application by the Company, the registration, creation of and access to a user account by the User, the geo-localization of the available Vehicles and certain information services regarding the Application, the available Adhered Car Lessors and/or the Car Rental Services.
- 1.12. **“Platform Provider”** means the COMPANY.
- 1.13. **“Platform Support Service”** means the support service to Users provided over the phone or via remote tools by the COMPANY in connection to the Platform Services.
- 1.14. **“Pricing Policy”** means the Adhered Car Lessor’s pricing and rate policy for use of the Service and which will be applicable from time to time to each Individual Rental Agreement signed by the User. In particular, the Pricing Policy in force from time to time shall be deemed accepted on confirming a Vehicle reservation.

- 1.15. **“Privacy Policy”** means the privacy policy of the COMPANY applicable to Users in connection to any data collected as provider of the Application, the Platform Services, the sale of a Saving Pack, as it may change from time to time. A copy of the Privacy Policy in force at a given moment may be consulted by clicking [here](#).
- 1.16. **“Saving Packs”** refers to the electronic vouchers or packs sold by the COMPANY for a given a price and that once acquired, will provide the User with an alphanumeric code representing a given balance in Euros recognized for that User’s account. The balance so recognized will be applicable towards payment of the price of Car Rental Services of any Adhered Car Lessor and shall have an expiration date after which it shall not longer be usable. The price of an Individual Rental Agreement with any Adhered Car Lessor shall be charged by default to the outstanding balance corresponding to a single Saving Pack, until such balance is completely exhausted. The amount in money of the balance allocated to each alphanumeric code might be above the price paid for its correspondent voucher. The Application will not allow balance originated by two or more different Saving Packs to be aggregated for the payment of the same Individual Rental Agreement (only the outstanding balance from the Saving Pack with earlier expiration date will be used towards payment).
- 1.17. **“Service Area”** is the area within one or more municipalities in the limits of which a Car Rental Service may start and end. The Service Areas in the municipalities where the relevant Adhered Car Lessor operates may be viewed, with their current characteristics, on the Website and on the Application. Within the Service Area the User may only end the rental if the Vehicle is parked in accordance with those relevant Car Rental Terms and Conditions and the Individual Rental Agreement concerned.
- 1.18. **“Platform Terms and Conditions”** means this document and any amendments that may be made to it from time to time entered into by the COMPANY and the User.
- 1.19. **“User”** is any individual who uses the Application, the Platform Service or the Car Rental Service, in accordance with these terms and conditions.
- 1.20. **“Vehicles”** means the fleet of ground vehicles each of the Adhered Car Lessors has from time to time and are available to be rented by Users by signing the relevant Individual Rental Agreement.
- 1.21. **“Website”** means the COMPANY’s website available at [www.zity.eco](http://www.zity.eco).

## 2. PURPOSE

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- 2.1. The purpose of these Platform Terms and Conditions is to provide the rules on the use of the Platform Service and of the Application by Users and the acquisition and redemption of Saving Packs.

- 2.2. Use of the Application and/or the Platform Services and/or Acquisition of a Saving Pack confers User status and, although the User's express acceptance is requested, such use implies full acceptance of each and every one of the rules and policies published by the COMPANY, including the Platform Terms and Conditions and the Privacy Policy. In particular, the Platform Terms and Conditions govern registration on the Application and use of the Platform Services.
  
- 2.3. In addition, User shall bear in mind that Use of the Car Rental Services, irrespective of whether the COMPANY is the Adhered Car Lessor or not, implies full acceptance of each and every of the rules and policies published by the relevant Adhered Car Lessor including:
  - i. The corresponding Adhered Car Lessor Car Rental Terms and Conditions
  - ii. the corresponding Adhered Car Lessor privacy policy
  - iii. the relevant Individual Rental Agreement on the Vehicle; and
  - iv. the Pricing Policy for the Car Rental Service of such Adhered Car Lessor.
  
- 2.4. The COMPANY expressly reserves the right to add amendments to the Platform Terms and Conditions as it sees fit. Any amendments that are made will be notified to the User in an email (provided he/she is a registered User) and published on the website and Application. Changes will be deemed approved if the User does not object to them within thirty (30) natural days from notification of the change concerned, a fact the COMPANY will specifically mention when notifying the changes. The COMPANY may also request the User's express acceptance of the Terms and Conditions and/or of the Pricing Policy to be able to continue using the Platform Services.
  
- 2.5. If the User objects to any of the amendments, the User shall stop using the Platform Services, neither continue to acquire nor redeem any Saving Packs and these Platform Terms and Conditions shall be terminated.

### 3. USER REGISTRATION

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- 3.1. Use of the Car Rental Services or redemption of a Saving Pack is conditional on the prior registration of the User on the Application and on the delivery of the relevant documents to the COMPANY, together with acceptance of the Platform Terms and Conditions and the Privacy Policy, and exclusively for the acquisition of a Saving Pack of the acceptance of the Pack Agreement and, exclusively for the reserve and use each Vehicle, on acceptance of the relevant Car Rental Terms and Conditions, the relevant Adhered Car Lessor's privacy policy and the relevant Individual Rental Agreement.
  
- 3.2. To be able to register as User, the User must satisfy the following requirements:
  - i. Be aged 18 or over.
  - ii. Produce all the personal data and documentation which will be requested as a mandatory requirement from the User during the User registration process (other data may be requested to be produced voluntarily) and accept the Platform Terms and Conditions.

- iii. Hold a valid and in force Spanish identity card (DNI), French identity card (*carte nationale d'identité*), Spanish foreigner identification number (NIE), passport or other equivalent identification document.
  - iv. Hold a valid and in force driving license to drive saloon or sedan cars. For these purposes, the COMPANY accepts driving licenses issued within the European Union and/or the European Economic Area or Switzerland. Driving licenses issued outside the European Economic Area or Switzerland will only be accepted if accompanied by an International Driving License or a translation certified by an official translator of the national driving license.
  - v. Have a payment method accepted by the COMPANY associated with the User personally (namely, only payment methods in which the holder is the User will be accepted as valid, unless the Company expressly authorizes other conditions).
  - vi. Have the chosen payment method validated by the COMPANY.
  - vii. Accept these terms and conditions and the Privacy Policy.
- 3.3. To be able to gain access to and use the Platform and Car Rental Service and the Application, the User must use the user name and Password which will be assigned in the registration process. It is the User's responsibility to store the password for use of Car Rental Services as required to prevent misuse or access by third parties.
- 3.4. In the event of loss or suspected loss of any of the Passwords, the User must change them for new ones with the shortest delay or, if unable to do so, notify the COMPANY as soon as possible so that the appropriate measures may be taken.
- 3.5. The COMPANY reserves the right to refuse registration to a User if there are grounds for considering that the User will not act in accordance with these Platform Terms and Conditions, any of the Car Rental Terms and Conditions or if it is suspected that unauthorized, fraudulent or undue use is being made of the User's Passwords.
- 3.6. On completion of this process, the User will receive notification of verification of the User account, consisting of an email or SMS sent to the email address or phone number that the User will have supplied for registration, in which the User will find a confirmation link. On confirmation of the User account, the User will receive an email with a link to or a copy of the accepted Platform Terms and Conditions and of the accepted Privacy Policy, recorded on a durable and able to download medium.
- 3.7. At any time, a User can only keep only one active registration and User account. As an exception Users who, as members of a specific collective, have the right to benefit from an agreement entered between the COMPANY and/or an Adhered Car Lessor, on the one side; and a legal person, on the other side, for preferential conditions in the Individual Rental Agreements, shall be allowed to keep one account on their condition as individual plus another account in their condition as beneficiaries of preferential agreement. The latter registration shall be subject to the terms agreed between the COMPANY and/or the Adhered Car Lessor, on the one side and the legal person, on the other side, of the relevant preferential agreement.

## 4. DELIVERY AND VALIDATION OF THE USER'S DOCUMENTS

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- 4.1. In the User registration process, the User will have to furnish and send to the COMPANY, through the Website or the Application, copies of one or both sides of his or her identity document or driving license, for their validation by the COMPANY, and might also be required to furnish a photo of the User, all the aforementioned according to the instructions provided by the COMPANY on them.
- 4.2. If the COMPANY, for any reason, is unable to validate any of the documents furnished by the User, the COMPANY may ask the User to send any of those documents by email for the purposes of their validation or to evidence their identity in person to the COMPANY at a validation point specified by the COMPANY by showing a driving license and adequate identity documents to validate the driving license.

Additionally, the COMPANY reserves the right to ask the User to carry out additional procedures to check or validate identity and ownership of the relevant driving license.

- 4.3. After the User's identity and driving license have been validated, the COMPANY will activate the Access Tools and use of the Car Rental Service for that User for up to 36 months or for the remaining term of the User's driving license, if the latter period is shorter. User is informed that reservation and/o rental of a Vehicle will require in addition to the activation of Access Tools the acceptance and compliance of the relevant Car Rental Terms and Conditions, the relevant Adhered Car Lessor Privacy Policy and entering into an Individual Rental Agreement. To re-activate the Access Tools and use of the Car Rental Service for a further 36 months in addition to the original period, the User shall follow the validation process for the driving license in force from that time in accordance with the instructions provided by the COMPANY. If the User does not use any Car Rental Service within a period of 12 months, the User account will be deleted.
- 4.4. The COMPANY nevertheless reserves the right to ask the User at any time to visit a validation point belonging to the COMPANY or an Adhered Car Lessor and show the User's driving license in force for the Company to perform a face-to-face validation. If the User fails to comply with this request, the COMPANY may block the User's access tools.
- 4.5. In the event of loss or removal of the driving license, the right to drive the Vehicle or to sign Individual Rental Agreements will automatically be suspended for the period in which the license is lost or withdrawn. Users shall inform the COMPANY without undue delay of the suspension of or limitation to their right to drive, of a valid ban on driving, or of the temporary withdrawal or retention of their driving licenses. Users shall revalidate their licenses once they have been renewed or recovered after their withdrawal.

## 5. SAVING PACK DESCRIPTION

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- 5.1. The COMPANY, through the Application offers to sell vouchers called “Saving Packs” to be exchanged for credit applicable towards the payment of the rates for use of Car Rental Services provided by any Adhered Car Lessor.
- 5.2. Each Saving Pack purchased by a user will provide the user with an alphanumeric code. Such alphanumeric code can be inserted in the “*Payments and Promotions*” or similar named tab of the Application to redeem it for credit. The balance of such credit will be immediately recognized to the User redeeming the Saving Pack, irrespective if he is the person who bought the Saving Pack or not. The price for the Car Rental Services shall be charged by default to the redeemed balance
- 5.3. In the event there is balance in that User’s account resulting from the redemption of more than one Saving Pack, the amount applied towards payment of the price of a given Individual Rental Agreement, will be only that part of the balance generated by the Saving Pack with earlier redemption date. Even if two or more Saving Packs have the same expiration use date, only the outstanding balance corresponding to one of them will be applied towards payment of an Individual Rental Agreement.
- 5.4. Balanced recognized in the User’s account for redemption of other Saving Packs will not be applied towards payment of the price of that Individual Rental Agreement but could still be used, until its specific expiration date, towards payment of future Car Rental Services rendered to the User.
- 5.5. The amount of the credit balance recognized upon redemption of a Saving Pack will be higher or equal to the amount of its price (not considering any applicable currency exchange rate for the payment method selected by the user for its acquisition).
- 5.6. Commercialization, sale, resale, or any onerous, business or professional transaction with or regarding the transfer of Saving Packs, including but not limited to use a Saving Pack as reward of a raffle, quiz or lottery; is strictly prohibited except if performed with the prior and written express consent of the COMPANY.

## 6. PROCESS OF ACQUIRING AND USE OF A SAVING PACK

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- 6.1. To be able to purchase a Saving Pack, the User must:
  - i. have downloaded the Application and kept it installed on his or her mobile device compatible with the Application;
  - ii. accept the offer to buy a Saving Pack, by signing the relevant Pack Agreement;
  - iii. have chosen a payment method accepted by the COMPANY and enter the relevant details each time the user enters into a Pack Agreement;

iv. Confirm payment through the chosen payment method

- 6.2. It is not required to register with the Application to acquire a Saving Pack.
- 6.3. One or more Saving Packs, within the Saving Packs offered by the COMPANY at a given time, can be acquired at the same time.
- 6.4. The Application will provide the User at least with the following information for each Saving Pack available: price; amount of the credit balance to which it gives right upon redemption; expiration deadline until when the credit balance of Saving Pack can be used towards to pay the price of a Car Rental Service, and deadline for redemption of the Saving Pack's alphanumeric code. If no deadline for redemption for a Saving Pack is provided, the deadline for redemption of such Saving Pack will be the same date as the deadline for use of its balance. All deadlines permit the use or redemption, as applicable, on the final day of that deadline.
- 6.5. The prices of the Saving Packs are final prices inclusive of the statutory VAT charge.
- 6.6. Upon selecting a Saving Pack the Application will let the User to the purchase cart screen, where the amount of all selected Saving Packs and its corresponding price will be summarized. User may choose to complete the purchase, cancel the selection of any Saving Pack or go back to the selection screen to add new Saving Packs to the purchase cart. To complete the purchase and enter into the Pack Agreement of the selected Saving Packs, User must press the purchase or confirm purchase bottom in the purchases cart screen.
- 6.7. Once the purchase is confirmed the Pack Agreement shall be deemed entered and accepted by the User.
- 6.8. The price of any Saving Packs bought by a User shall be charged automatically once the purchase is confirmed as a collection on the payment method supplied by the User. In no circumstance a Saving Pack might be paid by using outstanding balance in a User's account in the Platform.
- 6.9. For the avoidance of doubt provisions of section 10.4. apply to any promotions or discounts related to the acquisition of Saving Packs.
- 6.10. Once a Pack Agreement is entered and one or more Saving Packs are purchased, User shall receive a confirmation of the purchase by e-mail to the e-mail address provided in his/her registration details (provided User is registered with the Application).

## 7. USE OF CREDIT BALANCE RESULTING FROM REDEMPTION OF A SAVING PACK

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- 7.1. To be able to redeem a Saving Pack, the User must:
  - i. Be a legitimate holder of a Saving Pack,
  - ii. have first registered as User on the Application; and
  - iii. have downloaded the Application and kept it installed on his or her mobile device compatible with the Application.
  
- 7.2. Redemption process of a Saving Pack for credit applicable towards payment of Car Rental Services is described in Section 5.2. above. To use the credit balance of a Saving Pack towards payment of the price of a Car Rental Service, the Saving Pack shall be redeemed by the User prior to entering into the Individual Car Rental Agreement.
  
- 7.3. Upon the 00:00 a.m hours of the day following the day expressed as deadline for redemption of a Saving Pack; the Saving Pack will cease to be redeemable (if deadline refers to redemption). Upon the 00:00 a.m hours of the day following the day expressed as deadline for use of the credit balance allocated to a Saving Pack the credit balance generated by the Saving Pack redemption will disappear from the balance of the User account, and thus will not be available to pay the price of a Car Rental Service ending after that time.
  
- 7.4. Provided, as a result of redeeming Saving Pack with different use deadlines, at a given time a User has favorable credit balance in his User account with different deadline for use, payments for Car Rental Service will be applied first towards the balance with earlier deadline.
  
- 7.5. To use the balance recognized towards the payment of the rates of Car Rental Services, User shall comply with all the requirements to enter into the relevant Individual Car Rental Agreement.
  
- 7.6. Except as provided in Clause 19.3 below, the COMPANY shall not refund in money Saving Packs nor the balance recognized upon their redemption.
  
- 7.7. Acquiring and/or redemption of a Saving Pack does not guarantee that each and all or any of the Adhered Car Lessors that offered Car Rental Services through the Application at the time that Saving Pack was acquired; will continue offering Car Rental Services or will not alter their Service Areas, during the time the credit balance allocated to such Saving Pack is usable.

## 8. INVOICING

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The User gives express consent to receiving the electronic invoice for the Platform Services, if they were not free, and for the purchase of Saving Packs at the email address furnished by the User, and may withdraw that consent at any time by sending an email to [facturacion@zity.eco](mailto:facturacion@zity.eco). Invoices will also be available to the User at the COMPANY's offices, and subject to the COMPANY's discretion may be viewed on the Application or on the Website.

## 9. GENERAL OBLIGATIONS AND PROHIBITIONS FOR THE USER

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The User undertakes, when using the Application:

- i. to use it for the purposes intended by the COMPANY;
- ii. not to make the massive copying of the data that the Application allows to obtain ("data scraping");
- iii. not to enter, store or disseminate through the Application any content that infringes mandatory rules, morality, public order or the rights of third parties, including, by way of example, intellectual or industrial property rights;
- iv. not alter or damage the information or content of the Application through computer programs, viruses or other devices. The COMPANY expressly prohibits the performance of "*framings*" or the use by third parties of any other mechanisms that alter the design, original configuration or contents of the Application;
- v. provide complete, accurate and true information during his/her registration process;
- vi. not to authorise third parties to access the Application and/or the Car Rental Services through his/her registered account and/or Password and is obliged to guard, conserve and keep secret his/her Password. In the event of loss of Password or access to it by third parties, the User undertakes to inform the COMPANY as soon as possible so that the COMPANY may take any measures it deems fit, including but not limited to block the account until the incident is corrected;
- vii. make correct use of the Password, not to share them with third parties and to take appropriate measures to prevent their loss or disclosure. Likewise, the User is obliged to immediately notify the COMPANY of any unauthorised use of the User's profile on the Application or any other case of violation of the security of the Application Platform of which the User becomes aware;
- viii. not to carry out any conduct that could damage the image, interests and rights of the COMPANY or third parties or that could damage, disable or overload the Application, or that would prevent, in any way, the normal use of the Application;
- ix. not to use the Application by means of automatic or robotic devices ("*bots*") or by means of artificial intelligence devices and;
- x. not disclose the User's access data to a third party, including third parties who are also Users of the Service;

## 10. PRICING

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Installation of the Application and provision of the Platform Services is free of charge for the User.

Please note that the abovementioned does not apply to any cost or payment to be borne by the User for use of the services rendered by a phone utility or similar network connection provider for the use of the data network

## 11. PROMOTIONS

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- 11.1. Additionally, all offers and discounts, and their conditions of use, will be available on the Website and, as the case may be, on the Application. The COMPANY reserves the right to restrict the use and recover the amounts saved in offers, invitations and discounts if Users make inappropriate, unlawful or unfair use of them.
- 11.2. It is absolutely forbidden for a User to create more than one User accounts or share a payment method with other Users for any aim, including to benefit unduly from discounts and invitations or of free or promotional offers of Saving Packs. As exceptions, a User (i) may have more than one account subject to subclause 3.7. of the present Platform Terms and Conditions, but any account created under a preferential beneficiaries agreement shall not qualify to benefit from discounts, offers, savings and invitations related or triggered by registration in the Application; or (ii) share a payment method with their Users if given express an unequivocal permission by the Platform Provider.

## 12. COMPANY'S LIABILITY

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- 12.1. Without limitation to any rights that might be available to the User by way of consumer or User and without restricting any mandatory provisions of law, the COMPANY's liability:
- i. will arise in accordance with the law in the event of damage caused intentionally or with serious negligence by either the COMPANY or its agents or representatives.
  - ii. for minor negligence shall be limited to the typical or foreseeable amount of damages for Platform Services of this type.
- 12.2. User acknowledges that at the time each Individual Rental Agreement is entered the COMPANY has no means to be aware of the possible destination or specific intended use for which the User has rented the Vehicle. To the extent permitted by law, and except where the COMPANY is also the relevant Adhered Car Lessor; the User refuses to request any liability from the COMPANY for the provision of the car rental services or any liabilities related or in connection thereof.
- 12.3. The COMPANY does not accept liability for any misuse that may be made by the User or any third party of a User account and/or access Password. The User is responsible for storing as required the Password that the COMPANY supplies for access as a registered User and preventing unauthorized use or access by third parties.
- 12.4. Having regard to the state of the technology tools, the provision of the Platform and/or Car Rental Service may be subject to restrictions or inaccuracies which are beyond the COMPANY's control. The foregoing applies specifically to the availability of mobile data services provided by mobile network operators, the mobile network, positioning services on the global navigation satellite system and internet access. All of these are limited to the area served by the mobile services provider. The lack of availability of the mobile network may,

in particular cases, cause the Platform Service and/or the Car Rental Service not to be available due to a failure in the necessary transmission of data. Additionally, the service may be affected by atmospheric interference, caused by topographic conditions or obstacles (such as, bridges, tunnels or buildings, for example). The same occurs with positioning services using the global navigation satellite system. Furthermore, there may be other restrictions on internet use (such as an overloaded network, for example). Moreover, temporary capacity deficiencies may occur caused by peak loads on services, on mobile or landline networks or on the internet. Disturbances may also arise as a result of force majeure events such as strikes, lockouts and orders by public agencies, or also of technical or other types of measures (such as repairs, maintenance, software updates, enhancements, for example) performed on equipment of the COMPANY, of the utilities companies, of the service and content providers, and of the network operators, which prove necessary to provide adequate and enhanced services. To the extent permitted by laws, the COMPANY does not accept liability for any of the aforementioned situations.

- 12.5. Use of the Platform Service, the Car Rental Service or the Saving Pack sales or redemption services on the Application or on the Website may also be subject to limitations and inaccuracies due to the lack of availability of, or to interferences or disturbances on, the Application or the Website, or the compatible device (by reason of force majeure events, for example, or of technical or other types of measures such as maintenance, software updates, or enhancements to the Application or to the Website). To the extent permitted by laws, the COMPANY does not accept liability for any of the aforementioned situations.
- 12.6. The COMPANY is not responsible for the User not having a compatible device or having downloaded a version of the Application that is not compatible with it.
- 12.7. The COMPANY has taken reasonably appropriate security measures to detect the existence of viruses, Trojan horses, worms, etc. However, the User must be aware that the security measures of computer systems on the Internet are not entirely reliable and that, therefore, the COMPANY cannot guarantee the non-existence of viruses or other elements that may introduce third parties and produce alterations in the User's computer systems (software and hardware) or in their electronic documents and files contained therein. The User undertakes to adopt reasonable own security measures to mitigate this risk

## 13. USER'S LIABILITY

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Without limitation to any User or consumer rights, the User shall be liable with respect to the COMPANY for the damage, losses or cost created to the COMPANY and which were caused by the User intentionally or with negligence. This shall include, without limitation, damage to third parties caused by breach of these Platform Terms and Conditions or of mandatory legal provisions by the User or any third party for which the User is liable.

## 14. TERMINATION OF THESE TERMS AND CONDITIONS

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- 14.1. These Terms and Conditions are signed for an indefinite term; both parties may terminate them on giving two (2) weeks' written notice.
- 14.2. The COMPANY may, at its discretion, temporarily hold in abeyance or permanently terminate the Platform Terms and Conditions with the User and, as a result, restrict the User's ability to use the Platform Service and an any or all the Car Rental Services, and including the inability to enter into new Individual Rental Agreements, without being required to give prior notice, if the User:
- i. fails to renew its registration, including but not limited to provide a new or extended driving license when applicable in accordance to these Platform Terms and Conditions and any Car Rental Term and Conditions;
  - ii. fails to make a due payment owed to any Adhered Car Lessor, in connection with any Car Rental Services or; to the Platform Provider in connection with any Platform Services or a Pack Agreement (any of the aforementioned including but not limited to any bonds, fines, fees for administrative infringements; any charge, penalty or damages due to lack of compliance of Car Rental Terms and Conditions or the Platform Terms and Conditions; or damages below the insurance excess); even if any of such payments is under dispute on good faith;
  - iii. usurps someone else identity; makes misrepresentations or omits relevant facts when registering for the Platform or in the course of his contractual relationship with any Adhered Car Lessor or the Platform Provider;
  - iv. uses the Vehicle, the Saving Packs or the Application to commit fraud or abuse of its rights (withdrawal by the same User in less than twelve consecutive (12) months of Packs Agreement corresponding to three or more Saving Packs may be deemed as an abuse of rights by the COMPANY and the burden of the proof of the good faith exercise of his/her withdrawal rights will be on the User);
  - v. uses the Vehicle in such way it may imply personal damages and injuries to the User or to third parties or damage the Vehicle itself or the reputation of the COMPANY and/or any Adhered Car Lessor;
  - vi. uses the vehicle for illegal purposes, offences or crimes or in breach of applicable law even if those uses do not result a direct damage to the COMPANY and/or any Adhered Car Lessor;
  - vii. upon request from judicial, law enforcement, emergency services or similar public authorities with the appearance of having authority to make such request;
  - viii. breaches in any way any Car Rental Terms and Conditions, any Individual Rental Agreements; any Pack Agreements; any Pack Agreements; or the Platform Terms and Conditions;
  - ix. breaches in any way the provisions in the Law on the Spanish Traffic, Circulation of Motor Vehicles, the Spanish Driving Code and/or equivalent regulation in an applicable jurisdiction, or breaches in any way the provisions of any other applicable regulation, whether local or not, on circulation, driving, parking or in general use of the Vehicles;
  - x. provides the details to start a User session, the Password or the Access Tool to another legal or natural person;
  - xi. copies or alters the Access Tool;
  - xii. allows the Vehicle to be driven by a third party;
  - xiii. forgery or unpermitted generation of Saving Packs; or
  - xiv. upon request by the User due to justified cause, such as loss or being stolen the Access Tool or identity usurpation;

- xv. is reasonably suspected to have committed and act or omissions that as far as the COMPANY is aware, including upon indication by any Adhered Car Lessors, corresponds to the items (i) to (xiv) above, both included.

If the COMPANY temporarily holds in abeyance or terminates permanently the Platform Terms and Conditions with the User, the ability to sign new Individual Rental Agreements and access to the Vehicles will be blocked immediately. Also, in the event the COMPANY temporarily holds in abeyance or terminates permanently the Platform Terms and Conditions, the User will respectively in the case of abeyance not have access, or in the case of permanent termination loss, any balance or credit that was available in his User's account, including any balance resulted from a redeemed Saving Pack, which in no case shall be redeemed for money.

Additionally, the COMPANY and/or the relevant Adhered Car Lessor, as applicable, reserve the right to claim from the User, among other things:

- i. the immediate return of any Vehicle that the User concerned may be using at that time. If the User does not return the Vehicle immediately, the relevant Adhered Car Lessor is entitled to take possession of it, and the User shall assume all the costs that this generates;
- ii. the amounts of rental that accrue until the Vehicle concerned is returned, and/or
- iii. any damage and losses that have been caused to the COMPANY, the Adhered Car Lessor or to any third party.

## 15. INTELLECTUAL PROPERTY

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15.1. Use by the User of the Platform Services, Pay Services, the Website or the Application does not confer on the User any right in the COMPANY's industrial property or copyright or that of any third party, and the User agrees to observe each and every one of the industrial property rights and copyrights, including marks, logos, domain names or any other industrial property right or copyright that is owned by the COMPANY or by third parties.

15.2. It is expressly forbidden for the User to perform any act of reproduction, distribution, public communication or other forms of making available, or transformation, and generally, any other form of exploitation of any contents or materials which the User may be able to access on the Platform Service, the Website or the Application, totally or partially, except with the express written authorization of the owner of those elements.

## 16. COOKIES AND PRIVACY POLICY

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The Privacy Policy and Cookies Policy are determined in the [Cookies and Privacy Policy documents](#).

## 17. USER SUPPORT SERVICE / CLAIMS

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In the event of any doubt regarding these Platform Terms and Conditions, the Platform Service or for any claim, the User may contact the COMPANY through the COMPANY's Platform Support Service, by sending an email to [hola@zity.eco](mailto:hola@zity.eco), or calling 91 150 11 18 within the User support hours (24 hours a day, 365 days a year).

The User may also contact the Platform Support Service by e-mail to identify and correct any errors that may have been committed when providing information during its registration.

## 18. ASSIGNMENT OF COLLECTION RIGHTS

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- 18.1. The COMPANY reserves the right to assign the collection rights arising from use of the Platform Service or sale of Saving Packs by the Users or any damages or indemnifications to be paid by the User to the COMPANY, following notification to the User. In such cases, the User may only make payments intended to satisfy the debt to the assignee, and in all cases the COMPANY shall be responsible for the User's general petitions and claims in relation to the Platform Service or the sale of Savings Packs.  
For that purpose, the COMPANY shall furnish any of the User's personal data which prove necessary for the assignment of the collection rights to the assignee, who may not use such data for any other purpose.
- 18.2. The User authorizes the COMPANY or, as applicable, the assignee (as provided in the case of an assignment of collection rights as described in subclause 13.1 above) to collect any amounts that the User must pay in relation to these Platform Terms and Conditions through the use of the payment method specified by the User.

## 19. WITHDRAWAL RIGHT

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- 19.1. Users may discontinue the process for contract formation and registration as a registered User within fourteen (14) calendar days from the date of their signing, provided that the User has not entered into an ongoing Individual Rental Agreement associated to its User account. Individual Rental Agreements may not be discontinued once they have been entered into, in accordance with the provisions of article 103.L of Spanish Restated General Law for Defense of Users and Consumers ("*texto refundido de la ley general de defensa de consumidores y usuarios*").
- 19.2. Upon redemption of a Saving Pack for balance into the Users account in the Platform, the User will no longer be entitled to withdraw the contracting of that Saving Pack pursuant to Spanish Restated General Law for Defense of Users And Consumers ("*texto refundido de la ley general de defensa de consumidores y usuarios*"). Conversely, if the expiration date of Saving Pack has elapsed User will no longer be entitled to exercise any withdraw right in connection to it.

- 19.3. Provided the alphanumeric code corresponding to a Saving Pack has not been redeemed for balance in the Application; provided further its deadline of expiration has not elapsed and provided also an amount equal or higher to the price effectively paid by the user as the price for the Saving Pack had not been used towards payment of Car Rental Services; User may at its discretion and without cause, withdraw the purchase of a Saving Pack within fourteen (14) calendar days from the date when the COMPANY provided to him the corresponding alphanumeric code through e-mail, mobile text message or the Application. Exercise of withdrawal right is free from any cost or charge from the COMPANY.
- 19.4. Withdrawal may be notified to the COMPANY or the Adhered Car Lessors by means of the following channels:
- Postal mail sent to calle Francisco Sancha 42-44, 28034-Madrid (Spain) or
  - Email to be sent to: [hola@zity.eco](mailto:hola@zity.eco)
- 19.5. Should a User properly exercise his right to withdraw a Saving pack, the Pack Agreement will be canceled, any outstanding balance resulting from the redemption of a Saving Pack automatically blocked and an amount equal to the difference between the price paid by the User for such Saving Pack minus the used balance of that Saving Pack, will be returned to the user within the next 14 days. Any recognized balance that might result from redemption of the Saving Pack, and that exceeds the price of the Saving Pack shall not be returned to the User under any event.
- 19.6. Should a User redeem an alphanumeric code corresponding to a Pack Agreement that he had previously requested to withdraw; the COMPANY shall be entitled to
- i. if at that time the reimbursement of the corresponding purchase price has not yet been ordered by the COMPANY, to deem that the User has canceled his request for withdrawal,
  - ii. if at that time the reimbursement of the corresponding withdraw refund has been ordered by the COMPANY, to deem the User has made a new purchase on that date and consequently charge to the User the purchase price immediately.
- 19.7. To exercise the right to withdraw, the User shall contact the COMPANY and notify his decision to discontinue this contract or the relevant Pack Agreement in an unequivocal statement. Such notice may be served, as a non-exclusive format, by using the form included at the end of these Terms and Conditions.

## 20. NOTICES

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The COMPANY shall make the appropriate notifications through the Application, a text message to the phone mobile number provided by the User when registering in the Application and/or the e-mail address provided by the User when registering in the Application.

## 21. PLACE OF CONTRACTING, APPLICABLE LAW AND JURISDICTION

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- 21.1. These Terms and Conditions shall be governed in each and every one of their elements by Spanish law.
- 21.2. Without limitation to any rights that may be held as consumer or user, for any disputes arising over the Application or the Platform Service, the User expressly waives as necessary any other jurisdiction to which he or she may be entitled, and consents to the exclusive authority and jurisdiction of the courts of Madrid (Spain).

## WITHDRAWAL FORM

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(If you wish to withdraw this contract or a Saving Pack, please complete this form and return it to the COMPANY, to the postal or electronic address specified below).

To CAR SHARING MOBILITY SERVICES, S.L., having registered office in Madrid, at calle Francisco Sancha 42-44, 28034-Madrid (Spain), and email address: [hola@zity.eco](mailto:hola@zity.eco)

I, \_\_\_\_\_ hereby notify of my intention to discontinue the contract for the provision of any services under the Platform Terms and Conditions / the Pack Agreement (choose one) entered with between me and CAR SHARING MOBILITY SERVICES, S.L., signed on \_\_\_\_\_.

(only for Saving Packs withdrawal and provided more than one Savings Pack was acquired on the same date, provide the alphanumeric code of the Saving Pack you want to withdraw) (only one alphanumeric code per line) Discount Pack alphanumeric number: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Requested in \_\_\_\_\_.

Name \_\_\_\_\_.

ZITY User email \_\_\_\_\_.

Phone associated with ZITY User account \_\_\_\_\_.

Address \_\_\_\_\_.

Signature (only if this form is notified on paper) \_\_\_\_\_.

Date \_\_\_\_\_.